

AGREEMENT

BETWEEN

[•] (“PARTICIPATING ULB”)

AND

_____ (“Concessionaire”)

For Supply of Municipal Solid Waste to Designated Transfer Stations

DRAFT

THIS AGREEMENT made this__ day of_____ 2011 at []

BETWEEN

[●], a municipal corporation / municipality established under the _____ State Municipal Corporation Act, [insert date] and having its office at _____, acting through [●], the Commissioner (hereinafter referred to as “**Participating ULB**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART

AND

Concessionaire, a company incorporated under the Companies Act, 1956 and having its registered office at [●], (hereinafter referred to as “**Concessionaire**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its associate/group companies, successors and assigns) of the SECOND PART

Participating ULB and Concessionaire are hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. The Government of India has formulated the Municipal Solid Waste (Management and Handling) Rules, 2000 (the “**MSW Rules**”) that impose an obligation on municipalities to adopt suitable processes for disposal of municipal solid waste. Pursuant to these MSW Rules, the Participating ULBs constituted under the _____ [name of municipal corporation statute] _____ are responsible for, inter alia, making adequate provisions for the collection/removal and disposal of filth, rubbish and other obnoxious or polluted matters.
- B. The Grantor ULB, after taking into account the lack of adequate and appropriate facilities of municipal solid waste disposal in the vicinity has decided to provide a suitable land of approximately [please specify the land area in acres] at [please specify the place in the State of] for the design, finance, construction, development, operation, maintenance, management and transfer of a regional municipal solid waste management facility (including land filling) (the “**Project**”). The facility will serve the region comprising of _____, _____, _____ and _____ municipalities [and _____ villages/development authorities].
- C. The Participating ULB is desirous of using the Project being developed by the Grantor ULB. to dispose the municipal solid waste being generated in their respective jurisdictions. State Govt. has executed, *inter alia* with Grantor ULB and Participating ULBs, a Project Implementation Agreement (the “**PIA**”) dated [●], whereby the Participating ULB has agreed to use the regional landfill facility being developed by the Grantor ULB at [●] to dispose of the municipal waste being generated in the

areas within their jurisdiction. Currently, [●]/ [●] are the other municipalities that have executed the PIA and will be using the Regional MSW Facility for disposal of MSW apart from the Participating ULB. However, in future additional urban local bodies (“**Additional ULB**”) may sign the Participation Deed and use the Regional MSW Facility.

- D. It is understood that Grantor ULB. is the executing agency for the Project and the Participating ULB is using the Regional MSW Facility under the framework established by the PIA. The Grantor ULB has vested the Concessionaire with the rights and obligations required to enable it to duly undertake the development, financing, construction, operation and maintenance of Regional MSW Facility by executing a Concession Agreement with the Concessionaire dated [●].
- E. The Parties are now desirous of entering into an agreement detailing the terms on which the MSW shall be supplied and transported for the purposes of the Project.
- F. The Parties agree that the provisions of this MSW Supply Agreement are subject to the terms and conditions of the PIA.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 Supplement to Project Implementation Agreement

This Agreement is to be read together with the Project Implementation Agreement (“PIA”) dated [●] entered into between State Government, the Participating ULBs and the Concessionaire and is to be read as a supplementary agreement to the PIA. All aspects of the Project that are not covered by this Agreement shall be governed by the PIA.

1.2 Definitions

In this Agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them:

“**C&D Debris and Silt Waste**” means solid waste resulting from construction, remodeling, repair, renovation or demolition of Structures or from land clearing activities or trenching or de-silting activities. “Structures” for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and

components containing no hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures.

“Compost Plant” means a processing facility to treat the bio-degradable portion of the Municipal Solid Waste (MSW)

“Concession” means collectively all the rights granted by the Grantor ULB. to Concessionaire under the Concession Agreement with respect to developing, implementing, constructing, operating and maintaining the Regional MSW Facility.

“Concession Agreement” means the agreement dated [●] between the Grantor ULB and the Concessionaire pursuant to which Concession has been granted to Concessionaire.

“Construction Period” means in relation to the Project a maximum period of [●] months from the Effective Date within which the Concessionaire shall ensure that the construction of the Regional MSW Facility is completed and it can be used for the treatment and disposal of the MSW in accordance with the terms and conditions as provided in the Concession Agreement.

“Daily Weight Sheet” shall have the meaning given to the term in Clause 5.1(ii).

“Dead Remains” means the dead bodies, carcasses, bones or skeletal remains of animals, rodents and other living beings (other than plants).

“Effective Date” means the date on which the obligations of Concessionaire become binding and effective pursuant to the Concession Agreement read with the PIA.

“Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.

“Excluded Waste” means waste material of the nature that the Regional MSW Facility is not designed or authorised to receive, manage, process and dispose which includes (i) chemical waste, (ii) Hazardous waste, and (iii) Untreated bio-medical waste (iv) Industrial wastes (v) other waste as specified

“Force Majeure Event” means any event which prevents or delays the performance of the obligations under this Agreement in whole or in part by either Party by reason of public agitation, civil disturbance, riots, war, hostilities, acts of public enemies, civil commotion, sabotage, fire, flood, earthquake, epidemics, explosion, strikes, lock-outs, acts of God, acts on orders of Government/authorities, rules and regulations or delay/abandonment due to order of the Court and/or any other cause beyond the reasonable control of the Party affected.

“State Govt.” means Government of the State of _____.

“Landfill Site” or **“Landfill”** means a sanitary landfill site for disposal of solid waste admeasuring [●] located within the Site, and specified in the Concession Agreement.

“Manual of Municipal Solid Waste Management” means the Manual prepared and published by CPHEEO, Ministry of Urban Development in 2000, which gives elaborate guidelines on planning, implementation and operation and maintenance of MSW facilities with a view to fulfill the requisite obligations of MSW Rules – 2000

“MC” means the Municipal Corporation / municipality.

“MC 1” means the [] Municipal Corporation / municipality.

“MC 2” means the [] Municipal Corporation / municipality.

“MSW” or “Municipal Solid Waste” includes commercial and residential wastes generated in municipal or notified areas in either solid or semi-solid form excluding industrial hazardous wastes but including treated bio-medical wastes.

“MSW Supply Agreement” or “Agreement” means this agreement signed between the Participating ULB and the Concessionaire whereby the Participating ULB agrees to transport MSW from its jurisdiction to the Transfer Station at its own cost, and the Concessionaire agrees to transport the MSW thus provided by the Participating ULB to the Site for processing and disposal.

“Minimum MSW Quantity” means [●] metric tons ([] MT) of MSW per day, (with a permitted variation level of plus minus ten percent), which is the minimum quantity of MSW that the Participating ULB is required to deliver to the Concessionaire at the Transfer Station, in accordance with this Agreement.

“Operations Date” means the date notified by Concessionaire as the date on which the Regional MSW Facility is ready to commence commercial operations after successfully completing the Construction Period.

“Participating ULB” means the MC1 and the MC2 which are party to the PIA, and include any other urban local body which may at a later date become party to the PIA by signing the Participation Deed.

“Participation Deed” means the deed of adherence provided in Schedule [●] of the PIA which shall be executed by those ULBs, apart from MC1 and MC2, which may be permitted to participate in the Project by the Grantor ULB in the future.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.

“Project Implementation Agreement” or “PIA” means the agreement signed between the Government of _____, [●], [●], and the Concessionaire which provides the governing framework for implementation of a regional solid waste management and landfill project.

“RDF” means Refused Derived Fuel product in processing MSW

“Receipt Point” means the place within the Site at which the Concessionaire shall bring the MSW received from Transfer Stations and shall construct a Weighbridge for measuring the MSW received in accordance with the terms of this Agreement.

“Regional MSW Facility” means the integrated MSW management, processing and disposal facility including a (i) the Site, (ii) the individual processing facilities at the Site, including composting, RDF, waste-to-energy...etc (iii) Receipt Point, (iv) Weighbridge, and (iii) the Landfill.

“Residual Inert Matter” means the waste matter obtained after processing of the MSW by the Regional MSW Facility.

“Rejected Waste” means such components of a consignment of MSW delivered by the Participating ULBs that are refused to be accepted by Concessionaire, either at the time of delivery or at any time thereafter, upon inspection of the MSW delivered or being delivered, as the case may be, on the ground that they are either: (a) Dead Remains, or (b) C&D Debris and Silt Waste, or (c) are of a composition that would be detrimental to the Operating Conditions or cause damage or adversely impact the efficient operation or maintenance of the Regional MSW Facility, or (d) they have excessive moisture, or (e) they are not in accordance with the composition of MSW as defined in this Agreement or (f) they are of a quantity that is below the Minimum MSW Quantity or (g) they are part of a consignment of MSW that is sought to be delivered by a Participating ULB when it has been notified that the Regional MSW Facility is undergoing repair or maintenance. Rejected Waste may include but are not limited to Excluded Wastes that may form part of a consignment of MSW.

“Concessionaire Delivery Schedule” means the schedule for delivery of MSW from the Transfer Station to the Receipt Point by the Concessionaire as per Clause 4.3 of this MSW Supply Agreement.

“Site” means the land admeasuring [●] acres located at [●], more particularly described in the Concession Agreement.

“Term” means the period from the date of execution of this Agreement and continuing till such time as the PIA remains valid and effective in relation to the Participating ULB.

“Testing Quantity” means the quantity of MSW supplied to the Concessionaire by the Participating ULBs for the purposes of performing tests and performance trial runs during the Testing Period.

“Transfer Station” means the facility described in greater detail in Schedule [II] of this Agreement located at the Transfer Station Site where the Participating ULB shall be required to deliver MSW, and from where the Concessionaire is required to collect the MSW and transport it to the Site.

“Transfer Station Site” means the land located at _____, more specifically described in Schedule [II] of this Agreement where the Transfer Station shall be constructed.

“ULB Delivery Schedule” means the schedule for delivery of MSW agreed to by the Participating ULB as per Clause 4.1 of this MSW Supply Agreement.

“Waste to Energy” means the processing option to produce energy from the MSW

“Weighbridge” means the electronic weighbridge installed by the Concessionaire at the Transfer Station and capable of performing the operations specified in Clause 5.

1.3 Interpretation

- (a) The words, phrases and expressions defined hereinabove in Clause 1.2 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Clause 1.2 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;
- (b) all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- (c) the words "include" and "including" are to be construed without limitation;
- (d) the headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (e) the Schedules and Annexures to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.

2. DELIVERY OF MSW BY PARTICIPATING ULB

2.1 The Project

Subject to and in accordance with the terms and conditions set out in the Concession Agreement, Concessionaire has obtained the Concession from the Grantor ULB. to process MSW that it obtains from the Participating ULB and for that purpose to design, finance, develop, construct, operate, maintain and manage the Regional MSW Facility at the Site, in addition to the other rights granted under the Concession Agreement.

2.2 Delivery of MSW by Participating ULB

The Participating ULB hereby agrees as follows:

- (a) The Participating ULB hereby agrees and undertakes to supply to Concessionaire, at the Transfer Station specified by it in Schedule [II] to this Agreement, during each day of the Term after the Operations Date, [●] metric tons ([] MT) of MSW (with a permitted variation level of plus minus ten percent) which shall be equal to Minimum MSW Quantity in accordance with this Agreement, without imposing any cost, charge, tax, royalty or any type of levy on Concessionaire. Participating ULB shall undertake the transportation of the MSW that it supplies to its Transfer Station at its own cost.
- (b) The Participating ULB hereby grants the right to the Concessionaire to enter into any arrangements with any Person (including but not limited to a contractor of Participating ULB or a bulk generator of MSW) to supply MSW from its jurisdiction directly to the Regional MSW

Facility. The Concessionaire shall inform Participating ULB of any such arrangement and the quantity covered by such arrangement that it may have entered into and Participating ULB shall reduce the quantity it supplies by an equivalent amount.

- (c) The Participating ULB hereby grants Concessionaire the right to inspect the MSW delivered by the Participating ULB and identify Rejected Waste, in such manner as it deems fit, and refuse to accept the Rejected Waste.
- (d) The Participating ULB hereby agrees that Concessionaire shall receive all the fiscal incentives and benefits accruing in respect of or on account of the Project and processing of MSW, as further specified in the PIA.
- (e) The Participating ULB hereby agrees that the Concessionaire will use, appropriate and process MSW delivered by Participating ULB and dispose the Residual Inert Matter so generated.

2.3 Title to MSW and Sale and Marketing of Products from Processing of MSW

The Participating ULB hereby confirms that the title to the MSW shall vest with the Concessionaire upon the unloading of the MSW by the Participating ULB at the Transfer Station. The Concessionaire shall be free to sell or otherwise dispose of any products derived or produced from the Regional MSW Facility as a consequence of undertaking the processing of the MSW including electricity or fluff or gas or any other products or by-products, other material recovered or produced from MSW, without any interference or requirement of any additional reporting, clearance or approval in this regard from the Participating ULB. The Concessionaire shall have the right to sell or otherwise dispose such products, at such price and to such persons and using such marketing and selling arrangements as it may deem appropriate.

2.4 Obligations of the Participating ULB prior to Operations Date

- (a) The Participating ULB agrees and acknowledges that prior to the Operations Date, the Participating ULB shall be responsible for collecting and disposing the MSW generated in its jurisdiction in a manner it deems fit.

It is hereby clarified that the Concessionaire shall not be responsible in any manner for the treatment and disposal of the MSW generated within the jurisdiction of the Participating ULB before the Operations Date.

- (b) At any time after the Effective Date and before the Operations Date, the Participating ULB shall make available to the Concessionaire at the Transfer Station, free of any cost, Testing Quantity for (i) conducting tests and (ii) performance trials at the Regional MSW Facility, as requisitioned by the Concessionaire by seven (7) days advance notice in writing.

Provided that the Testing Quantity supplied by the Participating ULBs under this clause to the Concessionaire shall not exceed [●] tons per day.

3. COLLECTION OF MSW

- 3.1 The Participating ULB shall be responsible for undertaking collection of MSW within its jurisdiction and would ensure that the consignments of MSW delivered at the Transfer Station contain no or negligible quantity of Excluded Waste. The quantity of Excluded Waste supplied by the Participating ULB shall in no case exceed 10% of the MSW supplied at any time. It is understood that the Participating ULB does not have any obligation to segregate the MSW (other than if and as per the agreement between the two parties).
- 3.2 If the quantity of Excluded Waste delivered by the Participating ULB exceeds 10% of the MSW supplied by it, then the Concessionaire may choose to either (i) dispose the Excluded Waste in accordance with applicable laws at an additional cost of Rs. [●] per MT of the Excluded Waste; or (ii) make a written complaint in this regard to the Participating ULB, whereupon the Participating ULB shall undertake an enquiry into the reasons for presence of Excluded Waste in excess of 10% of MSW supplied and take necessary remedial actions to ensure that the quantity of Excluded Waste supplied by it does not exceed 10% of the MSW supplied at any time; or (iii) reject the entire MSW quantity supplied by the Concessionaire.
- 3.3 It is understood that the Participating ULB may engage suitable contractors for discharging its obligations hereunder in regard to collection, transport and delivery of MSW from within its jurisdiction to the Transfer Station. The Participating ULB shall, however, ensure that all the terms, conditions and obligations in regard thereto are duly carried out and fulfilled by such third parties, including those having existing collection and transport contracts with the Participating ULB, if necessary by suitably amending the existing contracts/arrangements. Notwithstanding the engagement of such third parties, the Participating ULB shall continue to be primarily responsible to the Concessionaire for the due performance and discharge of all such terms, conditions and obligations and shall keep the Concessionaire fully indemnified against any delay or defaults on the part of such third party as also against all damages, losses, costs and expenses caused to the Concessionaire as a result of such delay or defaults.
- 3.4 3.5 3.6 The Parties agree that all costs of any operations for ensuring collection and delivery of MSW to the Transfer Station, including but not limited to collection, storage, transportation and delivery of MSW to the Transfer Station and disposal of the Rejected Waste, shall be borne by the concerned Participating ULB.

4. TRANSPORTATION OF MSW

- 4.1 The Parties agree that the Participating ULB shall have the obligation to transport the MSW from the Participating ULB's jurisdiction to the Transfer Station. The Participating ULB and its relevant

contractors shall ensure that the routes taken by the collection vehicles to deliver the MSW at the Transfer Station, are as per Schedule [I] to this Agreement (“**ULB Delivery Schedule**”). The Participating ULB shall schedule the delivery of MSW at the Transfer Station in such a manner so as to ensure that the daily rate of delivery of MSW at the Transfer Station shall be equivalent to the Minimum MSW Quantity required to be delivered by it. The Participating ULB shall ensure that the vehicles it uses for transportation of MSW are of the technical dimensions and specifications that will enable them to use the Transfer Station and transfer MSW to the Concessionaire’s vehicles using the facility available at the Transfer Station. No modification or change can be made by the Participating ULB to the ULB Delivery Schedule without a prior written notice to the Concessionaire [●] days before such change or modification is proposed to be implemented in relation to the ULB Delivery Schedule. This provision shall not prejudice Participating ULBs primary obligation to supply MSW under this Agreement.

4.2 The Concessionaire shall be solely and exclusively responsible for the transportation of the MSW supplied by the Participating ULB from the Transfer Station to the Receipt Point at the Site or any other part of the Regional MSW Facility as designated from time to time based on actual operation of the Regional MSW Facility and/or the requirement of the Project.

4.3 The Concessionaire shall submit to the Participating ULB details of the routes to be taken by the collection trucks while transporting MSW from the Transfer Station to the Receipt Point within [●] months of the Construction Date. The Participating ULB shall modify such delivery schedule if required and provide an approved delivery schedule within [●] days of submission of such schedule by the Concessionaire (“**Concessionaire Delivery Schedule**”). No modification or change can be made by the Concessionaire to the Concessionaire Delivery Schedule without prior written approval of the Participating ULB.

5. MEASUREMENT OF MSW DELIVERED

5.1 The Concessionaire shall cause a Weighbridge to be constructed at the Transfer Station which should have video surveillance, a server room, an electronic display unit and suitable technology, with duly calibrated weighbridge having the maximum possible accuracy, to carry out the following operations:

- (i) weigh the MSW delivery trucks, take the dimensions of the delivery trucks, determine the weight of the consignment and determine the density of the consignment;
- (ii) generate and maintain an electronic data base for each delivery and provide a print out of the specifications and details for each consignment, as stated in sub-clause (i) above (such print out is hereinafter referred to as “**Daily Weight Sheet**”).

5.2 The Weighbridge shall be operated and maintained by the Concessionaire, at no additional cost to the Grantor ULB or the Participating ULB.

5.3 Each consignment of MSW shall be first screened and weighed at the Weighbridge.

- 5.4 Participating ULB shall depute a responsible person ("Participating ULB Representative") to monitor the operations of the Weighbridge.
- 5.5 The Weighbridge shall be monitored and inspected regularly to ensure its due calibration and accuracy and any errors shall be rectified immediately.
- 5.6 The Daily Weight Sheet shall be final and binding on the Concessionaire and the Participating ULB.
- 5.7 In the event the Weighbridge is not operational, the weight of the MSW delivered at the Receipt Point during such time shall be measured by an appropriate alternate arrangement established by the Concessionaire and agreed to by the Participating ULB.

5.8 Maintenance of records

The Daily Weight Sheet will be maintained on a day to day basis by the Concessionaire to record the quantity of MSW delivered and the quantity of MSW entered therein as having been received and measured shall, subject to the right of Concessionaire to inspect and reject the Rejected Waste that may be part of any consignment, be deemed to have been received by the Concessionaire for the purposes of this Agreement. A copy of the Daily Weight Sheet shall be sent to the Participating ULBs and the State Government by the Concessionaire. The Concessionaire shall maintain the records of the Daily Weight Sheets (in electronic form) for a minimum period of three years.

6. DETERMINATION OF REJECTED WASTE

- 6.1 If the Weighbridge determines that a consignment of MSW has a density greater than,
- (i) in the case of an open truck, [●] kilograms per cubic meter ([●]Kg/m³), and
 - (ii) in the case of a compactor truck, [●] kilograms per cubic meter ([●]Kg/m³),
- then, the relevant consignment shall be rejected and the truck not allowed to unload the consignment. The Participating ULB agrees that in order to enable the screening to be carried out effectively, it shall adhere to the Delivery Schedule.
- 6.2 The Concessionaire shall, at the time from the measurement of a consignment of MSW till before the MSW is utilized in the Regional MSW Facility, be entitled to inspect the delivered MSW to ensure that no MSW that falls under the category of Rejected Waste is processed by the Regional MSW Facility. If waste determined to be Rejected Waste is identified then: (i) if such determination is made at the Receipt Point at the time of delivery of a particular consignment of MSW, then the Concessionaire can refuse to accept the Rejected Waste from the Participating ULB and return the consignment without allowing it to be unloaded; or (ii) if such determination is made after the relevant consignment had been accepted and mingled with the stored MSW at the Site, then the Concessionaire shall segregate such Rejected Waste and store them separately for transportation and disposal at the Landfill Site and, in such circumstances, all costs associated with the transportation and disposal of Rejected Waste shall be borne by the Participating ULB.

- 6.3 The quantity of Rejected Waste identified during a period, shall be deducted from the MSW being supplied by the Participating ULB while determining whether the Participating ULB has delivered the Minimum MSW Quantity for such relevant period.

7. PAYMENTS

The Participating ULB shall make the payment of tipping fee and any other amounts payable by it under the terms of this MSW Supply Agreement to the Concessionaire in accordance with the terms of the PIA.

8. COVENANT OF NON-INTERFERENCE

8.1 Non Interference by Participating ULB

- (a) The Participating ULB covenants with Concessionaire that Participating ULB or any of its officers, employees or workmen shall not, at any time, during the Term of this Agreement interfere with or obstruct in the functioning, running and the overall management of the Project and in any matter in relation to or connected therewith.
- (b) A Participating ULB shall have no right, title or interest to the technology that would be used by Concessionaire in the development, operation and maintenance of the Regional MSW Facility. Each Participating ULB agrees that any technology that may be employed by Concessionaire in the development, operation and maintenance of the Regional MSW Facility would be proprietary technology obtained under specific license and the Participating ULB hereby undertakes that it shall not violate or cause a breach of the license arrangements of Concessionaire for such technology.
- (c) However, the technologies adopted by the Concessionaire have to be accepted and approved by the State Govt. / ULB before being adopted in processing of the MSW.

8.2 Site Visits by Participating ULB

Each Participating ULB shall have the right to send its duly authorized representatives to visit the Site, during normal working hours after providing at least one hour notice, *provided however*, the representatives of the Participating ULB shall not interfere with or prevent Concessionaire officials from discharging their functions and further the Participating ULB representatives shall not cause the suspension of the operations of the Regional MSW Facility and will abide by the safety and other regulations (including but not limited to regulations limiting movement of personnel) put in place by Concessionaire at the Site.

9. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, if there is an occurrence of a Force Majeure Event, the same shall be addressed in accordance with the provisions of the PIA.

10. DISPUTE RESOLUTION

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (**the "Dispute"**) shall be resolved in accordance with the provisions of the PIA.

11. TERM AND TERMINATION

The Participating ULB and the Concessionaire agree that this Agreement shall be valid and effective for the entire Term and shall be terminated only in accordance with the provisions of the PIA.

12. MISCELLANEOUS

12.1 The Parties hereby represent to the other that this Agreement has been duly executed in accordance with the applicable law, regulations and bye-laws governing them and that it is valid, binding and legally enforceable against them.

12.2 No assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.

12.3 The Participating ULB hereby recognizes that this is a commercial act being undertaken by it and that it hereby unconditionally and irrevocably: (i) waives any right of immunity, and (ii) agrees that should any proceedings be brought against it in relation to this Agreement or any transaction contemplated by this Agreement no immunity from such proceedings, execution, attachment or other legal process shall be claimed by it or on behalf of itself.

12.4 All notices or communication required to be served under this Agreement shall be issued by registered post, fax, e-mail or hand-delivered to the following addresses:

Participating ULB:

Concessionaire:

- 12.5 Subject always to the applicable laws, no delay in exercising or omission to exercise any right, power or remedy accruing to a Party under this Agreement or any other agreement or document entered into between the Parties pursuant to this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof.
- 12.6 No modification, alteration or amendment of this Agreement shall be valid unless signed by both Parties.
- 12.7 This Agreement may be executed by the Parties in several counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY:

FOR [PARTICIPATING ULB]

(Commissioner of [●])

Duly authorized by the [●]

Vide resolution no.....dated.....

(Signature)

IN PRESENCE OF

(Signature)

NAME:

ADDRESS:

FOR Concessionaire

(Director)

(Duly authorized by the resolution of the Board of Directors passed at its meeting held on _____)

(Signature)

IN PRESENCE OF

NAME:

ADDRESS:

SCHEDULE I: Routes for delivery of MSW by trucks to the Transfer Stations

SCHEDULE II: Specifications relating to Transfer Station of the Participating ULB

DRAFT